

## LICENSE AGREEMENT

**THIS AGREEMENT**, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("**LICENSOR**"), AND \_\_\_\_\_ hereinafter referred to as Licensee ("**LICENSEE**").

**WITNESSETH**, that, for and in consideration of **LICENSEE'S** promise to hold **LICENSOR** harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, **LICENSOR** and **LICENSEE** hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The **LICENSEE** further agrees, that in the event **LICENSOR** demands removal of the subject of this License from public property, not to protest such decision in any manner.
2. **License to Use Public Property.** **LICENSEE** shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit "A" attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit "A", for the following purposes, to wit:
3. **Repair and Maintenance.** In the event that **LICENSEE** hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, **LICENSEE** shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.
4. **Indemnity, Insurance.** By execution hereof, the **LICENSEE**, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the **CITY**, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney's fees arising out of or connected in any way with the **LICENSEE'S** use of the **CITY's** property to this license.

**LICENSEE** hereby gives to the **CITY** its assurance and promise to hold **CITY** harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by **LICENSEE**. The **LICENSEE** also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least \$150,000.00 for property damage or bodily injury, including death, per person, and \$600,000.00 for property damage or bodily injury, per occurrence. The **CITY** shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon

written notice by the **CITY** to the **LICENSEE** of a change in the limits of governmental liability pursuant to the "Colorado Governmental Immunity Act" (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, **LICENSEE** shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The **LICENSEE** also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture, Removal.** If and whenever the **LICENSEE** shall have refused or otherwise failed to hold **LICENSOR** harmless and carry insurance as provided hereinabove, or whenever the City Council shall have determined that said public property or any portion thereof is needed by **LICENSOR** for other purposes, then, in that event, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR**, shall cause said improvements to be removed from public property at its own expense within a reasonable time period indicated in the notice. If **LICENSEE** shall have refused or otherwise failed to cause said improvements to be removed within a reasonable time after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the right to remove the improvements or cause them to be removed, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein.
6. **Privileges Personal to License.** This License is personal to the **LICENSEE**, and the privileges herein granted shall not inure to or for the benefit of the **LICENSEE's** successors or assigns.
7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by **LICENSOR** on the City streets. **LICENSEE** shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.
8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the **LICENSEE** has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

**IN WITNESS WHEREOF**, the parties hereunto affix their respective signatures on the dates appearing opposing thereto:

THE CITY OF GUNNISON, COLORADO  
LICENSOR

\_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_  
City Clerk

.....

\_\_\_\_\_  
LICENSEE

DATE: \_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_

.....

STATE OF COLORADO        )  
                                      ) **SS.**  
COUNTY OF GUNNISON     )

The foregoing License Agreement was subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_ Mayor for the City of Gunnison and by Gail A. Davidson, City Clerk for the City of Gunnison.

My Commission Expires: \_\_\_\_\_

**WITNESS** my hand and official seal: (SEAL)

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**

To that certain License Agreement

Between

The City of Gunnison, Colorado, LICENSOR,

And

LICENSOR,

Which License Agreement is dated:

**THE REAL PROPERTY** which the Licensee is permitted by the aforesaid License Agreement to use, is described more particularly as follows:

**SUBJECT TO:**

Initialled by LICENSOR: \_\_\_\_\_ Date: \_\_\_\_\_

Initialled by LICENSEE: \_\_\_\_\_ Date: \_\_\_\_\_